



STATE OF MONTANA
INVITATION FOR BID (IFB)
(THIS IS NOT AN ORDER)

IFB Number: 110022	IFB Title: YOUTH CHALLENGE CADET UNIFORM COMPONENTS
IFB Due Date and Time: August 4, 2010 2 p.m., Local Time	Number of Pages: 9

ISSUING AGENCY INFORMATION

Procurement Officer: Sally Byrd	Issue Date: 7/15/10
Department of Military Affairs Centralized Services Contracts 1956 Mt Majo Street, P O Box 4789 Fort Harrison MT 59636 Sbyrd@mt.gov	Phone: (406) 406-324-3331 Fax: (406) 324-3335 TTY Users, Dial 711 Website: http://vendor.mt.gov/

INSTRUCTIONS TO BIDDERS

COMPLETE THE INFORMATION BELOW AND RETURN THIS PAGE WITH YOUR BID AND ANY REQUIRED DOCUMENTS TO THE ADDRESS LISTED ABOVE UNDER "ISSUING AGENCY INFORMATION."	Mark Face of Envelope/Package: IFB Number: 110022 IFB Due Date: August 4, 2010
	Special Instructions:

BIDDERS MUST COMPLETE THE FOLLOWING

Payment Terms: Net 30 days	Delivery Date:
Bidder Name/Address:	Authorized Bidder Signatory: (Please print name and sign in ink)
Bidder Phone Number:	Bidder FAX Number:
Bidder E-mail Address:	
IMPORTANT: SEE STANDARD TERMS AND CONDITIONS	

Standard Terms and Conditions

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

AUTHORITY: The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, MCA Article VIII Sections 801 through 817 and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof,

arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/procurement/preferences.asp>.

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Section 18-4-313(4), MCA.)

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.

Revised 11/06

SECTION 1: GENERAL REQUIREMENTS

1.0 INTRODUCTION

The STATE OF MONTANA, Department of Military Affairs (hereinafter referred to as "the State") is soliciting bids for Youth Challenge Cadet Uniform Components. A more complete description of the supplies and/or services sought is provided in Section 4 of this Invitation for Bid (IFB). Bids submitted in response to this solicitation must comply with the instructions and procedures contained herein.

1.1 CONTRACT TERM

The initial contract term begins upon a fully executed, signed, contract and ends June 30, 2011. The first renewal period begins July 1, 2011 upon mutual agreement of both parties. Renewal periods may be made at one year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of seven years, at the option of the State.

1.2 INSTRUCTIONS TO BIDDERS

1.2.1 Procurement Officer Contact Information. Contact information for the procurement officer is as follows:

Procurement Officer: Sally Byrd
Address: 1956 Mt Majo Street, Po Box 4789, Fort Harrison MT 59636
Telephone Number: 406-324-3331 Fax Number: 406-324-3335
E-mail Address: sbyrd@mt.gov

1.2.2 Examination of Solicitation Documents and Explanation to Bidders. Bidders are responsible for examining the solicitation documents and any addenda issued to become informed as to all conditions that might in any way affect the cost or performance of any work. Failure to do so will be at the sole risk of the bidder. Should the bidder find discrepancies in or omissions from the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the solicitation documents, the bidder shall promptly notify the Procurement Officer in writing. The bidder making such request will be solely responsible for its timely receipt by the Procurement Officer. Replies to such notices may be made in the form of an addendum to the solicitation.

1.2.3 Interpretation or Representations. The State of Montana assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated into a formal written addendum to the solicitation.

1.2.4 Acknowledgment of Addendum. If the IFB is amended, then all terms and conditions which are not modified remain unchanged. It is the bidder's responsibility to keep informed of any changes to the solicitation. **Bidders must sign and return with their bid an Acknowledgment of Addendum for any addendum issued.** Bids that fail to include an Acknowledgment of Addendum may be considered nonresponsive.

1.2.5 Extension of Prices. In the case of error in the extension of prices in the bid, the unit price will govern. In a lot bid, the lot price will govern.

1.2.6 Bid Preparation Costs. The costs for developing and delivering responses to this IFB are entirely the responsibility of the bidder. The State is not liable for any expense incurred by the bidder in the preparation and presentation of their bid or any other costs incurred by the bidder prior to execution of a purchase order or contract.

1.3 BID SUBMISSION

1.3.1 Bids Must Be Sealed and Labeled. Bids must be sealed and labeled on the outside of the package to clearly indicate that they are in response to IFB 110022. ***Bids must be received at the receptionist's desk of the State Procurement Bureau prior to 2 p.m., local time Wednesday, August 4, 2010.*** All prices and notations must be printed in ink or typewritten. Errors should be crossed out, corrections entered, and initialed by the person signing the bid.

1.3.2 Late Bids. ***Regardless of cause, late bids will not be accepted and will automatically be disqualified from further consideration.*** It shall be the bidder's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late bids will not be opened and may be returned to the bidder at the expense of the bidder or destroyed if requested.

1.3.3 Bidder's Signature. The solicitation must be signed in ink by an individual authorized to legally bind the business submitting the bid. The bidder's signature on a bid in response to this IFB guarantees that the offer has been established without collusion and without effort to preclude the State of Montana from obtaining the best possible supply or service.

1.3.4 Alternate Bids. Vendors may submit alternate bids (a bid on supplies other than specified). Alternate bids are considered only if the vendor is the lowest responsible vendor on their primary bid. Bids must be clearly identified as "Primary" and "Alternate."

1.3.5 Descriptive Literature. Should a bid include items other than specified in Section 4, bidder must include manufacturer's literature, even if samples are required, sufficient in detail to address all specification requirement of the item being bid. Bids not meeting this requirement will be disqualified. The State reserves the right to examine products further to determine compliance with the stated specifications.

1.4 CHANGE OR WITHDRAWAL OF BIDS

1.4.1 Change or Withdrawal PRIOR to Bid Opening. Should any bidder desire to change or withdraw a bid prior to the scheduled opening, the bidder may do so by making such request in writing to the Procurement Officer listed in Section 1.2.1 above. This communication must be received prior to the date and hour of the bid opening by a request in writing or facsimile to the procurement officer (e-mail notices containing prices are not allowed and will be disqualified).

1.4.2 Change AFTER Bid Opening But Prior to Bid Award. After bids are opened, they may not be changed except to correct patently obvious mistakes and minor variations as allowed by ARM 2.5.505. The bidder shall submit verification of the correct bid to the State prior to the final award by the State.

1.5 BID AWARDS

1.5.1 Basis for Award. Bid award, if made, will be to the responsive and responsible bidder who offers the lowest cost to the State in accordance with the specifications set forth in the invitation for bid. Bid awards may be on an all-or-none basis.

1.5.2 Rejection of Bids. While the State has every intention to award a contract as a result of this IFB, issuance of the IFB in no way constitutes a commitment by the State of Montana to award and execute a contract. Upon a determination such actions would be in its best interest, the State, in its sole discretion, reserves the right to:

- Cancel or terminate this IFB (18-4-307, MCA);
- Waive any undesirable, inconsequential, or inconsistent provisions of this IFB which would not have significant impact on any bid (ARM 2.5.505); or
- If awarded, terminate any contract if the State determines adequate state funds are not available (18-4-313, MCA).

SECTION 2: DELIVERY REQUIREMENTS

2.0 DELIVERY REQUIREMENTS

2.0.1 Delivery Date. The Contractor shall deliver items described in this bid as soon as possible but no later than 30 business days after receipt of purchase order from the State of Montana. "Business Days" does not include week-ends or holidays.

2.0.2 Shipping. Deliveries shall be **F.O.B. DESTINATION**, to the location shown below. The term "F.O.B. destination, within the State's premises," as used in this clause, means free of expense to the State and delivered to the location specified. The Contractor shall:

- Pack and mark the shipment to comply with specifications; or if the specifications do not contain specific packing or marking instructions, pack and mark the shipment in accordance with prevailing commercial practices and in such a manner as to ensure delivery in good condition and as required by this IFB;
- Prepare and distribute commercial bills of lading and Material Safety Data Sheets (MSDS) as appropriate;
- Deliver the shipment in good order and condition to the point of delivery specified in the IFB;
- Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the State at the delivery point specified in the IFB;
- Furnish a delivery schedule and designate the mode of delivering carrier; and
- Pay and bear all charges to the specified points of delivery.

2.0.3 Delivery Location.

MONTANA YOUTH CHALLENGE PROGRAM
ATTN: Purchasing
790 EAST CORNELL
DILLON, MT 59725

SECTION 3: SPECIAL TERMS AND CONDITIONS

3.0 PREFERENCE NOT APPLIED

Reciprocal preference will not be applied to this purchase because federal funds are involved (ARM 2.5.408).

3.1 PURCHASING CARD

The State of Montana has a Purchasing Card Program in place that gives agencies the ability to charge purchases made from these contracts. The State of Montana prefers this method of payment.

3.2 CONTRACT TERMINATION

3.2.1 Termination for Cause. The State may, by written notice to the contractor, terminate any contract for failure to perform.

SECTION 4: SPECIFICATIONS AND PRICING SCHEDULE

4.0 EQUIVALENT PRODUCTS OR SPECIFIED BRANDS

Requirements designated in this bid must be satisfied or a functional equivalent bid submitted. For items bid other than specified, bidders must provide samples of items as required within Section 4.3. Bidders must also provide manufacturer's literature for any item bid other than specified even if a sample is required. These requirements are defined in Sections 1.3.5 and 1.3.6. A bidder must state if they are unable or unwilling to meet any requirement for items bid. Inability or unwillingness to meet any requirement, in part or total, may be cause for disqualification of the entire response. Any exceptions taken by the bidder must be clearly identified on the bid forms.

4.1 PRICES

4.1.1 Taxes, Shipping, and Invoicing. The prices herein specified, unless otherwise expressly stated, shall exclude all taxes and duties of any kind which either party is required to pay with respect to the sale of products covered by this IFB, but shall include all charges and expenses in connection with the packing of the products and their carriage to the place of delivery to the State unless specifically excluded. Bid prices shall include any and all transportation costs. The Contractor shall be paid, except as otherwise stated in this IFB, upon submission of a proper invoice, the prices stipulated herein for products, and/or services delivered to and accepted at the specified State location(s).

4.1.2 Fixed Price Contract. All prices are fixed for the duration of the contract and are not subject to escalation for any cause. Contractor agrees to provide the State with items meeting product specifications for the duration of the contract at the contract price. Should any item be discontinued or otherwise unavailable to the Contractor, the Contractor agrees to provide an alternate item of equal or better quality which meets State specifications at the contract price. A Contractor not able to meet the requirements of this section may have their contract terminated in accordance with Section 3.2.1.

4.1.3 Price Adjustments Negotiated Based on Changes in Contractor's Costs. Price adjustments may be permitted at the time of contract renewal through a process of negotiation with the Contractor and the State. Any price increases must be based on demonstrated industry-wide or regional increases in the Contractor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.

4.2 AWARD SCHEDULE

Awards will be made either on an Item-by-Item, Group-by-Group, or All-or-None basis according to the following schedule. Bidders may bid on specific items, groups of items, or all items. **Bidders should closely review the following bullets which provide highly significant bidding criteria.**

- Failure of a bidder to provide prices for all line items listed within a MULTI-ITEM group WILL result in the rejection of bids within the entire group.
- Bidders must enter "No Bid" in the unit price for any item excluded from the bid.
- Bidders may, however, enter "No Cost" in the unit price and extended amount columns to indicate that the item is being offered at "No Cost."
- Bids presented which do not comply with these requirements will be rejected as non-responsive.

4.3 SPECIFICATIONS AND PRICING SCHEDULE

The clothing and accessories used by individuals in the ChalleNGe program must meet specified quality standards as durability and uniformity are required. The minimum requirements for each item open to bid are identified in the following sections. All items not meeting minimum specifications will be rejected. Failure of any specification to stipulate "heavy duty" does not relieve the prospective contractor or vendor from providing appropriate items in response to a bid request or solicitation. When samples are listed as part of the specifications, failure to provide samples may cause the bid to be rejected for that particular item. Bidders may request that samples be returned subsequent to determination of award.

Bidders should review the IFB Checklist provided on Page 32 as a guideline for bid submittal.

4.3.1 BID SECTION BY GROUP. Bidders must provide information requested within the following tables.

<p>Item 1</p> <p>Quantity/year: Minimum 25 Maximum 100</p>	<p>Flight Jackets</p> <ul style="list-style-type: none"> • Government Issue Standard • Green/Orange Reversible • Adult sizes small through 4X-Large • 100% nylon shell and lining • 100% polyester fiber fill • Tubular nylon cuffs and waist band • Example: Rothco Ultra Force Flight Jacket • <i>When bidding item other than specified, bidder must provide sample.</i> <p>Cost per each: \$ _____.</p> <p>Brand/Model: _____</p> <p>Please confirm size availability: Flight Jackets will be available in all sizes per specifications YES _____ NO _____</p> <p>If NO, please clarify _____</p>
<p>Item 3</p> <p>Quantity/year: Minimum 25 Maximum 50</p>	<p>BDU Blouse</p> <ul style="list-style-type: none"> • Black color • Adult sizes x-small regular through 4x-large regular • 60/40 poly cotton blend, winter weight • Made in the USA • Sewn to military specifications • 4 Pockets <p>Cost per each: \$ _____.</p> <p>Brand/Model: _____</p> <p>Please confirm size availability: Adult x-small regular through 4X-Large regular will be available upon order YES _____ NO _____</p> <p>If NO, please clarify _____</p>

<p>Item 2</p> <p>Quantity/year: Minimum 175 Maximum 350</p>	<p>BDU Pants</p> <ul style="list-style-type: none"> • Black color • Adult sizes x-small regular through 4x-large regular • 60/40 poly cotton blend, winter weight • Made in the USA • Sewn to military specifications <ul style="list-style-type: none"> ○ 6 pockets: 2 extra-large cargo pockets on thighs, 2 deep back pockets with covered button flaps, and 2 front slash pockets ○ Double fabric reinforced knees and seat ○ Adjustable waist take-up tabs ○ Drawstring leg cuffs and button fly ○ Proper International BDU Pant. • <i>When bidding item other than specified, bidder must provide sample.</i> <p style="text-align: right; margin-right: 100px;">Cost per each: \$_____.____</p> <p style="text-align: right; margin-right: 100px;">Brand/Model: _____</p> <p>Please confirm size availability: Adult x-small regular through <u>4X-Large</u> regular will be available upon order YES_____ NO_____</p> <p>If NO, please clarify_____</p>
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IFB Checklist

Have you remembered to:

- Check our website for the latest addendum to the IFB
- Sign each "Acknowledgment of Addendum" if required
- Sign your bid on our cover sheet
- Mark your mailing envelope or box with the IFB number and the opening date under your return address
- Carefully review the "Standard Terms and Conditions"
- Carefully review all listed requirements to ensure compliance with the IFB
- Initial all bid/pricing changes you made
- Bid F.O.B. Destination (Ship To: Address) Freight Prepaid